

EXHIBIT B TO SC LBR 3015-2

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE: SEBERENA DIXON GRANT

CASE NO: 11-01340

CHAPTER: 13

NOTICE OF PLAN MODIFICATION AFTER
CONFIRMATION, MOTIONS TO VALUE SECURITY,
AVOID JUDICIAL LIEN, AVOID A NONPURCHASE-
MONEY, NONPOSSESSORY SECURITY INTEREST
AND LIEN, AND/OR TO ASSUME OR REJECT AN
EXECUTORY CONTRACT/UNEXPIRED LEASE

DEBTOR(S)

I. NOTICE TO CREDITORS AND PARTIES IN INTEREST: The above-captioned debtor¹ proposed a chapter 13 plan and motions that were previously confirmed by this court; debtor now moves, pursuant to 11 U.S.C. § 1329(a), Fed. R. Bankr. P. 3015(g), and Fed. R. Bankr. P. 2002(a)(5), to **modify the plan as follows**:

Modified to abandon interest in vacuum to Bass & Associates.

This modification to the chapter 13 plan and motions may affect your rights. Failure to object may constitute an implied acceptance of and consent to the relief requested.

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Courts form plan are highlighted by italics. (See SC LBR 3015-2, SC LBR refers to the SC Local Bankruptcy Rules, available at www.scb.uscourts.gov) Deletions are noted as Not Applicable or by striking through the deleted provisions. If changes are substantial or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.

B. DEADLINE FOR FILING OBJECTIONS, OPPORTUNITY FOR NOTICE AND HEARING ON CONFIRMATION OF MODIFIED CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is filed. Timely objections will be scheduled for hearing and separate notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the modified plan and granting the motions.

¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:
DEBTOR(S)

CASE NO: 11-01340
CHAPTER: 13

SEBERENA DIXON GRANT

DEBTOR(S)

**NOTICE, AMENDED CHAPTER 13 PLAN,
MOTIONS TO VALUE SECURITY, AVOID
JUDICIAL LIEN, AVOID A NONPURCHASE-
MONEY, NONPOSSESSORY
NONPOSSESSORY SECURITY
INTEREST AND LIEN, AND/OR TO ASSUME
OR REJECT AN EXECUTORY
CONTRACT/UNEXPIRED LEASE**

I. NOTICE TO CREDITORS AND PARTIES IN INTEREST: The debtor² has filed a chapter 13 bankruptcy case and listed you as a creditor or interested party. The debtor has filed the following chapter 13 plan and motions which may affect your rights. **Failure to object may constitute an implied acceptance of and consent to the relief requested in this document.**

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Court's form plan (See exhibits to SC LBR 3015-1 and 3015-2, "SC LBR" refers to the SC Local Bankruptcy Rules, available at www.scb.uscourts.gov) are highlighted by italics. Deletions are noted as "Not Applicable" or by striking through the deleted provisions. If changes are substantial or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.

B. DEADLINE FOR FILING OBJECTIONS, NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is filed. Timely objections will be heard at the confirmation hearing, notice of which is given separately in the Notice of Meeting of Creditors. If a timely objection is filed after the confirmation hearing, a separate hearing on the objection will be scheduled and notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the plan and granting the motions.

II. MOTION TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASEMONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE. The debtor requests that confirmation of this plan alter the rights of the following creditor:

A. Nonpossessory, Nonpurchase-Money Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following nonpossessory, nonpurchase-money security interest and lien in household goods:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption claimed	Estimated security interest/debt	Security interest Not avoided (see IV(B)(4) below)	Security interest to be avoided (see IV(E) below)
Colonial Finance						
(Household Goods)	\$2,400	Unknown	\$2,400	\$2,301	\$0	Full balance owed
Covington Credit						
(Household Goods)	\$2,400	Unknown	\$2,400	\$589	\$0	Full balance owed
Credit Central 39-A						
(Household Goods)	\$2,400	Unknown	\$2,400	\$920	\$0	Full balance owed
Credit Central 39-B						
(Household Goods)	\$2,400	Unknown	\$2,400	\$920	\$0	Full balance owed
Instant Cash Loans						
(Household Goods)	\$2,400	Unknown	\$2,400	\$612	\$0	Full balance owed
Makers/Freedom Finance						
(Household Goods)	\$2,400	Unknown	\$2,400	\$1,605	\$0	Full balance owed
Peoples Finance						
(Household Goods)	\$2,400	Unknown	\$2,400	\$4,000	\$0	Full balance owed
Pioneer Credit						
(Household Goods)	\$2,400	Unknown	\$2,400	\$3,060	\$0	Full balance owed
Security Finance						
(Household Goods)	\$2,400	Unknown	\$2,400	\$291	\$0	Full balance owed
SOCO Finance						
(Household Goods)	\$2,400	Unknown	\$2,400	\$1,044	\$0	Full balance owed
World Acceptance						
(Household Goods)	\$2,400	Unknown	\$2,400	\$1,260	\$0	Full balance owed

B. Judicial Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following judicial lien:³

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption claimed	Estimated judicial lien	Judicial lien Not avoided (see IV(B)(4) below)	Judicial lien avoided (see IV(E) below)
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C. Valuation of Security: The debtor moves, in accordance with 11 U.S.C. § 506, to establish the value of a lien as follows:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Holder and amount of superior liens	Estimate of creditor's claim	Value of lien (see IV(B)(4) below)	Unsecured claim after valuation (see IV(E) below)
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D. Assumption or Rejection of Executory Contract/Unexpired Lease: The debtor moves for the assumption of the following executory contract and/or unexpired lease. The debtor agrees to abide by all terms of the agreement and to cure any pre-petition arrearage or default in the manner below. Any executory contract or unexpired lease not specifically mentioned is rejected.

Name of Creditor and lease or contract to be assumed	Amount of regular payment	Estimated amount of Default (state if none)	Cure Provisions for any default paid by (Debtor or trustee)	Regular payments to be paid by Debtor directly to creditor beginning (month/year)
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The Shandon Group (413 Guild Hall Drive)	\$1,275	none	N/A	Debtor to assume & remain current
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III. THE CHAPTER 13 PLAN: PAYMENT OBLIGATIONS OF THE DEBTOR.

A. Payments from the debtor to the chapter 13 trustee (the "trustee"): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.

The debtor shall pay to the trustee the sum of \$ 199 per month for a period of 60 months, unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.

B. Payments from the debtor directly to creditors: The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. The debtor may be required to pay some or a portion of pre-petition debts directly to a creditor in addition to required payments to the trustee, as indicated in paragraph II(D) above and/or in the paragraphs that follow.

IV. PLAN DISTRIBUTIONS TO CREDITORS. To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. Confirmation of this plan does not bar a party in interest from objecting to a claim. The trustee, after the deduction of the trustee's commission and expenses, or the debtor, as indicated, shall make payment as follows:

A. Attorney for the debtor:

1. The debtor and the debtor's attorney have agreed to an attorney's fee in the amount of \$3,000 for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of \$325 was paid prior to the filing of the case. The remaining fee shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse \$500.00 to the attorney from the initial disbursement.⁴ Thereafter, the balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments to creditors.

2. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received \$ _____ and for plan confirmation purposes only, the fees and expenses of counsel are estimated at \$ _____ or less.

B. Secured Creditor Claims: The plan treats secured claims as follows:

1. General Provisions: The terms of the debtor's pre-petition agreement with a secured creditor shall continue to apply except as modified by this plan, the order confirming the plan, or other order of the Court. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court. Any

creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise. Any funds that would have been paid to any such creditor will be distributed according to the remaining terms of the plan. (The preceding language does not apply if the sole reason for its application arises under 11 U.S.C. § 362(c)(3) or (c)(4)). Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

2. Long-term or mortgage debt. No default: The debtor is current on obligations to _____ and will continue regular payments directly to that creditor. description of collateral:

3. Long term or mortgage debt. Curing default: 11 U.S.C. 1322(b)(3) and/or (5):

a. Arrearage payments. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court to _____ at the rate of \$ _____ or more per month, for _____, along with _____% interest. The creditor shall apply trustee payments solely to those designated arrearages, i.e., those arrearages accruing before the month specified in (b) below. For so long as the debtor complies with this plan, a creditor may not declare a default based on any payment delinquency to be cured by this paragraph and the creditor shall not impose any post-petition fee on account of any arrearage paid by the trustee.

b. Maintenance of regular non-arrearage payments. Beginning _____, the Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor. The creditor shall apply each payment under this paragraph solely to post-petition obligations that accrue during or after the month specified herein.

4. Secured portion of claims altered by valuation and lien avoidance: The trustee shall Pay Colonial Finance the sum of \$ 0 or more per month, along with 0 % interest until the secured claim of \$ 0 established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

The trustee shall pay Covington Credit the sum of \$ 0 or more per month, along with 0 % interest until the secured claim of \$ 0 established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

The trustee shall pay Credit Central 39-A the sum of \$ 0 or more per month, along with 0 % interest until the secured claim of \$ 0 established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

The trustee shall pay Credit Central 39-B the sum of \$ 0 or more per month, along with 0 % interest until the secured claim of \$ 0 established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

The trustee shall pay Instant Cash Loans the sum of \$ 0 or more per month, along with 0 % interest until the secured claim of \$ 0 established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

The trustee shall pay Makers/Freedom Finance the sum of \$ 0 or more per month, along with 0 % interest until the secured claim of \$ 0 established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

The trustee shall pay Peoples Finance the sum of \$ 0 or more per month, along with 0 % interest until the secured claim of \$ 0 established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

The trustee shall pay Pioneer Credit the sum of \$ 0 or more per month, along with 0 % interest until the secured claim of \$ 0 established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

The trustee shall pay Security Finance the sum of \$ 0 or more per month, along with 0 % interest until the secured claim of \$ 0 established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

The trustee shall pay SOCO Finance the sum of \$ 0 or more per month, along with 0 % interest until the secured claim of \$ 0 established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

The trustee shall pay World Acceptance the sum of \$ 0 or more per month, along with 0 % interest until the secured claim of \$ 0 established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

5. Other secured debts (allowed claim to be paid in full without valuation or avoidance of lien): The trustee shall pay Sun Finance the sum of \$ 58 or more per month, along with 5.25 % interest until the allowed secured claim is paid in full.

6. Surrender of property: The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: Bass & Associates - vacuum. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

7. Secured tax debt: The trustee shall pay _____ the sum of \$ _____ or more per month until the value or net balance of creditor's secured claim plus _____ % interest has been paid. If the lien is to be valued, the debtor shall file a separate motion to value the claim and establish priority of any remaining tax obligations. If a tax priority creditor files a claim designated as secured, is not treated as secured in this paragraph, and does not timely object to confirmation of this plan, then the claim may be paid as a priority claim for purposes of distributions from the trustee.

C. Priority Creditors: Priority claims shall be paid as follows:

1. Domestic Support Claims. 11 U.S.C. § 507(a)(1):

a. Pre-petition arrearages. The trustee shall pay the pre-petition domestic support obligation arrearage to _____, at the rate of \$ _____ or more per month until the balance, without interest, is paid in full.

b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely basis directly to the creditor.

c. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations coming due after this case was filed from the income or assets of the debtor-parent/spouse without further order or relief from the automatic stay. (Any claim for child support or alimony due before this case was filed must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2).)

2. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a *pro rata* basis.

D. Executory Contracts and Unexpired Leases: Regular payments that arise post-petition under an executory contract or lease that is being assumed shall be paid directly by the debtor according to the terms of the contract or lease. Pre-petition defaults will be cured by payments of the sum of \$ (payment amount) or more per month by the trustee or the debtor according to paragraph II(D). Claims arising from the rejection of executory contracts or leases shall be general unsecured claims unless otherwise ordered by the Court.

E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims *pro rata* by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor does not propose to pay 100% of general unsecured claims.

V. PROPERTY OF THE ESTATE, STATUS AND OBLIGATIONS OF THE DEBTOR AFTER CONFIRMATION: Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he/she served the foregoing Notice, Plan and Related Motions on all creditors and parties in interest entitled to such notice. The parties served are individually listed on the accompanying list or mailing matrix.

Date: 07/15/2011

BY: /s/ Colleen O'Herlihy Brunson
Colleen O'Herlihy Brunson
Moss & Associates, Attorneys P.A.
816 Elmwood Avenue
Columbia, SC 29201
District Court I.D. #9609
Attorney for the Debtor

Label Matrix for local noticing
0420-3
Case 11-01340-jw
District of South Carolina
Columbia
Fri Jul 15 12:20:29 EDT 2011

ATTORNEY GENERAL OF UNITED STATES
950 PENNSYLVANIA AVE, NW
Washington DC 20530-0001

COLONIAL FINANCE
1604 MAIN STREET
Columbia SC 29201-2818

Credit Central
700 E North Street
Suite 15
Greenville, SC 29601-3013

Seberena Dixon Grant
413 Guild Hall Drive
Columbia, SC 29212-1913

IRS
PO BOX 7346
Philadelphia PA 19101-7346

MEDICAL COLLECTION SERVICES OF LMC
PO BOX 100274
COLUMBIA, SC 29202-3274

PEOPLES FINANCE
1219 TAYLOR STREET
Columbia SC 29201-2823

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

RECEIVABLE SOLUTIONS
4700 FOREST DRIVE
STE 107
Columbia SC 29206-3119

ALLIANCE COLLECTION SERVICE
3608 LANDMARK DRIVE STE E
Columbia SC 29204-4037

Patti H. Bass
Bass & Associates, PC
3936 E. Ft. Lowell Rd., Suite 200
Tucson, AZ 85712-1083

COVINGTON CREDIT
1906 TAYLOR STREET
Columbia SC 29201-3544

DENOVUS CORPORATION LTD
c o Jefferson Capital Systems LLC
PO BOX 7999
SAINT CLOUD MN 56302-7999

INSTANT CASH LOANS
1624 BROAD RIVER RD, STE 1
Columbia SC 29210-7358

LEXINGTON COUNTY
212 SOUTH LAKE DRIVE
Lexington SC 29072-3495

Midland Credit Management, Inc.
8875 Aero Drive, Suite 200
San Diego, CA 92123-2255

PIONEER CREDIT
1228 AUGUSTA ROAD
West Columbia SC 29169-6319

QUICK BUCKS CASH ADVANCE
537 ST ANDREWS RD
Columbia SC 29210-4516

REGIONAL ACCEPTANCE
6140 ST ANDREWS
Columbia SC 29212-3122

ASSET ACCEPTANCE
PO BOX 2036
Warren MI 48090-2036

Colleen O'Herlihy Brunson
Moss and Associates, PA
816 Elmwood Ave.
Columbia, SC 29201-2027

CREDIT CENTRAL
3904 B TWO NOTCH RD
Columbia SC 29204-3235

FAIR COLLECTIONS & OUTSOURCING
12304 BALTIMORE AVE, STE E
Beltsville MD 20705-1314

INTERNATIONAL HOMES
327 W 4TH AVE
Hutchinson KS 67501-4842

MAKERS / FREEDOM FINANCE
1110 WASHINGTON STREET
Columbia SC 29201-3215

NCO FINANCIAL GROUP
507 PRUDENTIAL ROAD
Horsham PA 19044-2368

PMAB, LLC
5970 FAIRVIEW ROAD
STE 800
Charlotte NC 28210-0091

RECEIVABLE MANAGEMENT CORP
1601 SHOP ROAD
STE D
Columbia SC 29201-4855

SC DEPT OF REVENUE
PO BOX 12265
Columbia SC 29211-2265

(p) SECURITY FINANCE CENTRAL BANKRUPTCY
P O BOX 1893
SPARTANBURG SC 29304-1893

SFC-Central Bankruptcy
P.O. Box 1893
Spartanburg, S.C 29304-1893

SOCO FINANCE
1108 WASHINGTON STREET
Columbia SC 29201-3215

SUN FINANCE
2700 BROAD RIVER RD
Columbia SC 29210-6055

William K. Stephenson Jr.
PO Box 8477
Columbia, SC 29202-8477

US Trustee's Office
Strom Thurmond Federal Building
1835 Assembly Street
Suite 953
Columbia, SC 29201-2448

UNITED CONSUMER FINANCIAL
865 BASSETT ROAD
Westlake OH 44145-1194

US ATTORNEY'S OFFICE
ATTN DOUG BARNETT
1441 MAIN ST STE 500
Columbia SC 29201-2862

United Consumer Financial Serv.
Bass & Associates, P.C.
3936 E. Ft. Lowell Road, Suite #200
Tucson, AZ 85712-1083

United Consumer Financial Services
Bass & Associates, P.C.
3936 E. Ft. Lowell Rd, Suite 200
Tucson, AZ 85712-1083

WORLD ACCEPTANCE
112 DREHER STREET
West Columbia SC 29169-4502

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

PORTFOLIO RECOVERY
PO BOX 12914
Norfolk VA 23541

SECURITY FINANCE
1111 TAYLOR ST
Columbia SC 29201

End of Label Matrix
Mailable recipients 40
Bypassed recipients 0
Total 40